

interest due thereon, and should perform each and every covenant in said mortgage contained, then said mortgage should be void. And said mortgage further provided that if default should be made in the payment of the said single bill at maturity, or in the event of any default in the payment of interest when the same become due according to the tenor of said note or in the performance or fulfillment of any covenants or agreements contained in said mortgage, then in either event it should be lawful for the said Peter G. Sauble and Emma A. Sauble, his wife, their personal representatives or assigns, to sell said property and real estate at the Court House door in Frederick City, Maryland, at public auction for cash, after giving the notice in said mortgage provided, and to apply the proceeds of the sale to the payment, in the first place, of all expenses of attending the sale, including usual chancery commissions and reasonable counsel fees, and then to the payment of the Single Bill aforesaid, and the surplus, if any, to be paid to the said George T. Koontz and Elizabeth Koontz, his wife, or to whomsoever may be entitled to the same; all of which will more fully appear by reference to the original mortgage, executed as aforesaid and herewith filed as "Exhibit A" to this petition and Report, which together with all other Exhibits herewith produced is prayed to be taken and considered as part hereof.

That whereas the said George T. Koontz and Elizabeth Koontz, his wife, did default in the payment of said Single Bill, together with some accrued interest thereon, and it became lawful for the said Peter G. Sauble and Emma A. Sauble, his wife, Mortgagees as aforesaid, to execute the power of sale contained in said mortgage, after giving bond with security for the faithful discharge of their duties, as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Daily News, a newspaper published in Frederick County, once a week for more than three weeks prior to the day of sale and by hand bills circulated in Frederick County and elsewhere, your Petitioners did, pursuant to said notice, attend at the County House door in Frederick City, Maryland, on Saturday, the 10th day of January, 1925, at the hour of 11 o'clock a.m., and then and there proceeded to sell the real estate, as follows;

In the first place, your Petitioners offered at public sale to the highest bidder all that valuable farm situated in Johnsville District, Frederick County, Maryland, that is described as the first tract or parcel in the deed to the said George T. Koontz and wife from Peter G. Sauble and wife and containing 142  $\frac{5}{8}$  acres of land, more or less, excepting therefrom a tract or parcel of land that was conveyed by Peter G. Sauble and wife and others to Henry Hyder, by deed dated December 19, 1892, containing 3 acres and 35 square perches of land, more or less, leaving a balance in said tract containing 139 acres, 1 rood and 25 perches of land, more or less, and then and there sold the same to Peter G. Sauble and Emma A. Sauble, his wife, they being the highest and best bidder therefor, at and for the sum of Sixty dollars (\$60.00) per acre.

In the next place your Petitioners offered for sale the second tract or parcel of land described in said mortgage that was conveyed by said Peter G. Sauble and wife to the said George T. Koontz and Elizabeth Koontz, his wife, and included in the deed mentioned, as aforesaid, as the second tract therein contained, and containing 6 acres, 2 roods and 24 square perches of land, more or less, and being also the same tract described in a deed to the said Peter G. Sauble dated March 29, 1895, from George Gaither and Sarah C. Gaither, his wife, and recorded in Liber J. L.J. No. 11, folios 130, etc., one of the Land Records of Frederick County, Maryland, and being the second tract conveyed by the said mortgage "Exhibit A," and then and there sold the same unto Peter G. Sauble and Emma A. Sauble, his wife, they being the highest and best bidder therefor, at and for the sum of Sixty-five dollars (\$65.00) per acre.

Your Petitioners have taken from the said purchasers their written acknowledgement of purchase which are herewith filed as part hereof, and your Petitioners have received from the purchasers of said farm Tract No. 1 a deposit of \$2,000.00 and from the purchaser of Tract No. 2 a deposit of \$200.00 to insure compliance with the terms of sale,

That the terms of said sale were cash on the day of sale or the ratification thereof by your Honorable Court; and all costs of conveyancing and Revenue Stamps to be paid by the purchasers.